

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

ANDREW WILLEY
Plaintiff.

VS.

HON. JACK EWING
Defendant.

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CIVIL ACTION NO. 3:18-CV-00081

SETTLEMENT AGREEMENT

WHEREAS, Plaintiff Andrew Willey (“Willey”) and Defendant Hon. Jack Ewing (“Judge Ewing”) share the goal of providing the highest-quality defense services for indigent people in Galveston County, Texas; and

WHEREAS, They are both mutually committed to following Texas Law and the United States Constitution when providing those services; and

WHEREAS, They are both committed to using this settlement agreement to continuously evaluate improvements to the provision of defense services to indigent people in Galveston County, Texas,

Willey and Ewing THEREFORE agree to settle all claims and controversies now existing between them according to the following terms:

(1) This settlement agreement is in compromise of disputed claims between the parties.

Nothing in this settlement agreement should be considered as an admission by Judge Ewing of any wrongdoing.

(2) The parties agree to comply and abide by the provisions of (i) the Texas Fair Defense Act governing the appointment of counsel, and (ii) the Galveston County Indigent

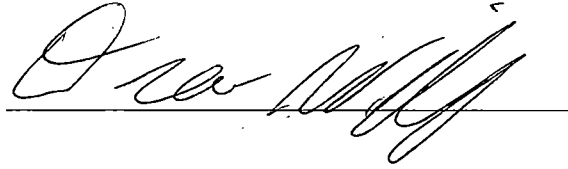
Defense Plan.¹ The parties agree not to cause or ask others to violate the Texas Fair Defense Act and/or the Galveston County Indigent Defense Plan.

- (3) Willey's obligations under this agreement are contingent on his continued acceptance of appointments under the Galveston County Indigent Defense Plan. Nothing in this agreement shall be construed to impose any consequence on his failure to comply with the Texas Fair Defense Act and the Galveston County Indigent Defense Plan beyond the remedies available under the Galveston County Indigent Defense Plan.
- (4) The parties agree to jointly file a Final Judgment incorporating the terms of this agreement, and all discovery and deadlines are suspended.
- (5) Each signatory warrants and represents that he has the authority to bind the parties for whom that signatory acts.
- (6) Each signatory to this settlement has carefully read each and every provision of this agreement and has entered into the same freely and without duress after having consulted with professionals of his choice. Each party acknowledges that (a) the mediator is not the attorney for any party, (b) the party has conferred with counsel regarding the advisability of entering this agreement prior to signing it, (c) the party's counsel has independently reviewed this agreement prior to its execution, (d) the mediator has not given any advice or made any recommendations concerning this settlement agreement or the terms hereof.
- (7) This settlement agreement is contingent on approval by the Galveston County Commissioners' Court at its April 22, 2019 meeting.

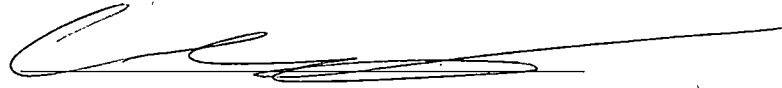
¹ All references in this settlement agreement to the Texas Fair Defense Act and/or the Galveston County Indigent Defense Plan refer to the current versions and any subsequent amendments to and/or modifications of those provisions.

Signed in Galveston, Texas this 9th day of April, 2019.

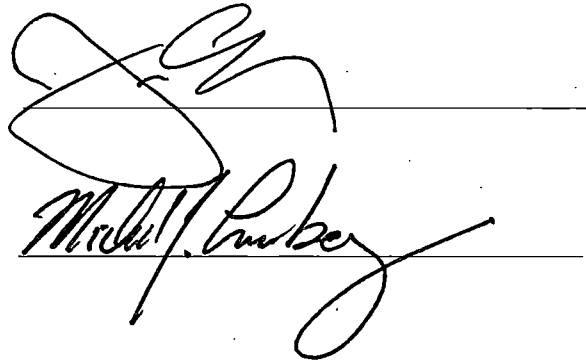
Plaintiff:

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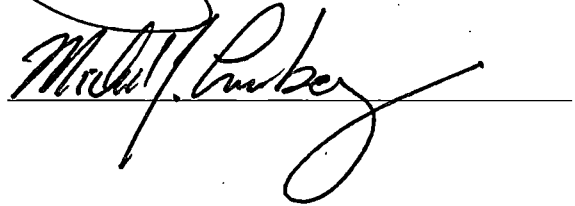
Approved by Attorney for the Plaintiff:

A long, horizontal handwritten signature in black ink, written over a horizontal line.

Defendant:

A large, stylized handwritten signature in black ink, written over a horizontal line.

Approved by Attorney for the Defendant:

A handwritten signature in black ink, appearing to be "Michael R. Luby", written over a horizontal line.